

Where any children born subsequent to March 4, 1906? No

At the date of death what land did deceased or his family occupy as a homestead?
Ans. His own house in city of Abilene; his daughter lived with him.

The answers to the above questions and the statements contained hereinabove are true and correct.

A. P. McLemore P. O. Abilene Tex.

Subscribed in my presence and sworn to before me this 18 day of January 1922
My commission expires Dec. 31, 1924

W.E. Peasley

County Clerk Taylor County, Tex

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 26, 1923 at 5:00 o'clock P.M. in
Book 434, page 433

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

220233 C.J.

COMPARED

PARTY WALL CONTRACT.

This agreement made and entered into, This 26th day of January, 1923, by and between Sarah A. Hohman a Widow, Susan B. Marsh, a Widow, and Mable Marsh, an Unmarried woman, parties of the first part, and William Copp, party of the second part.

WITNESSETH: That, Whereas, parties of the first part are the owners of the following described land located in Tulsa County, Oklahoma, to-wit: The Northerly Seventy (70') Feet of Lot Five (5) in Block Eighteen (18) in the Town of West Tulsa, now an addition to the City of Tulsa; and,

Whereas, party of the second part is the owner of the following described lands, located in Tulsa County, Oklahoma, to-wit: The Northerly Seventy (70') Feet of Lot Six (6) in Block Eighteen (18) in the Town of West Tulsa, now an addition to the City of Tulsa, and,

Whereas, party of the second part has erected a party wall on the line between said Lots five (5) and Six (6), said wall being the width of Seventeen (17") inches and standing Eight and one-half (8½") inches on each of said Lots; and

Whereas, the parties hereto desire to contract with reference to the use thereof by first parties and the method of payment therefor;

Now, Therefore, It is hereby agreed, by and between the parties hereto, that in consideration of the erection of said wall and for other good and valuable considerations by first parties received, the parties hereto mutually agree that said wall shall be used for a party wall and that in the enjoyment thereof the parties hereto are permitted to insert or tie into said wall, necessary beams and timbers in order to utilize the same for the usual and proper purposes as party walls are used; provided, however, that before parties of the first part build against or into said wall, or utilize the same for the purpose of support for a building or buildings adjacent thereto, they, their heirs or assigns shall pay to the party of the second part, his heirs or assigns the proportionate cost of the erection of the said party wall and for the purpose of determining this amount, there shall be taken into consideration the length, the height of the structure sought to be erected against or upon said party wall, by the first parties hereto, their heirs or assigns to the end that parties of the first part, their heirs or assigns shall pay to the parties of the second part, his heirs or assigns the equal one-half part of the cost of erecting that part of said party wall by them utilized. By cost of erection is meant the total cost of the wall, both labor and material.

It is therefore agreed and understood that the sum of money chargeable to parties of the first part, their heirs or assigns, for and on account of the erection of the said party wall, is and shall be a charge and lien against the lands first hereinbefore described.

Parties hereto mutually covenant and agree, that if it shall hereafter become necessary to repair or rebuild the whole or any portion of the said wall, the expense thereof